

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

OMB Approved No. 9000-0008

PAGE

1 of 66

2. CONTRACT NO.

3. SOLICITATION NO.

DTFAAC-08-R-00010

4. TYPE OF SOLICITATION

☒ NEGOTIATED (RFO)

5. DATE ISSUED

6. REQUISITION/PURCHASE

NO. 07-00799

(FAA Internal Use Only)

7. ISSUED BY

FAA, AMT Contracting Team (AMQ-310)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4929

8. ADDRESS OFFER TO (If other than item 7)

FAA, Bid & Proposal Officer (AMQ-77)
Room 308, Multi-Purpose Building
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4933

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

Firm Fixed Price/Requirements

SOLICITATION

FAA Academy Transportation Services

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 308, Multi-Purpose Building until 3:00 P.M. local time 26 February 2008.

(Hour)

(Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Clause 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION

CALL: >

A. NAME

Cynthia Cooper

E-MAIL

cynthia.cooper@faa.gov

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(405) 954-2601

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the Minimum Bid Acceptance Period provision.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

10 CALENDAR DAYS

20 CALENDAR DAYS

30 CALENDAR DAYS

CALENDAR DAYS

(See Section I, AMS Clause 3.3.1-6)

%

%

%

%

14. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME

CODE

FACILITY

ADDRESS
OF
OFFEROR16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

15B. TELEPHONE NO. (Include area code)

15C. CHECK IF REMITTANCE ADDRESS

☐ IS DIFFERENT FROM ABOVE - ENTER
SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

1-15

20. AMOUNT

\$

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

☐ 10 U.S.C. 2304(c)()☐ 41 U.S.C. 253(c)()23. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 COPIES UNLESS OTHERWISE SPECIFIED)

ITEM

24. ADMINISTERED BY (If other than item 7)

CODE

FAA, AMT Contract Management Team (AMQ-340)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4929

25. PAYMENT WILL BE MADE BY

CODE

FAA, Financial Operations Division (AMZ-100)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4304

26. NAME OF CONTRACTING OFFICER (Type or print)

CYNTHIA L. COOPER

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLESTANDARD FORM 33 (REV. 4-85)
Prescribed by GSA
GPO : 1985 O - 491-248 (20232)

PART I – SECTION B **SUPPLIES OR SERVICES AND PRICES/COSTS**

The contractor shall provide all equipment, personnel, services and incidentals required to furnish local transportation services to and from the Mike Monroney Aeronautical Center (MMAC), 6500 S MacArthur Boulevard, Oklahoma City OK for federal personnel conducting official business as authorized by the Contracting Officer while residing in the local Oklahoma City area in accordance with the terms and conditions set forth herein and as described in the Statement of Work. The contractor shall be paid for services performed in accordance with the following price schedule:

BASE YEAR	ESTIMATED		
SUPPLIES AND SERVICES	QUANTITY	UNIT PRICE	TOTAL

CLIN 0001			
Monday thru Friday Transportation Service			
0001AA Standard Full Trip Service	4,528 Trips	\$ _____	\$ _____
0001AB Standard Half Trip Service	840 Trips	\$ _____	\$ _____
0001AC Third Shift Full Trip Service	2,008 Trips	\$ _____	\$ _____
0001AC Third Shift Half Trip Service	502 Trips	\$ _____	\$ _____
CLIN 0002			
Saturday Transportation Service			
0002AA Saturday Full Trip Service	240 Trips	\$ _____	\$ _____
0002AB Saturday Half Trip Service	60 Trips	\$ _____	\$ _____
CLIN 0003			
Trailer Vehicle Transportation Service	50 Each	\$ _____	\$ _____
-Must be approved in advance by the Contracting Officer-			
CLIN 0004			
40 Passenger Vehicle Transportation Service	5 Each	\$ _____	\$ _____
-Must be approved in advance by the Contracting Officer-			
CLIN 0005			
Data and Reports as identified in the SOW	1 Lot	Not Separately Priced (NSP)	

OPTION I	ESTIMATED		
SUPPLIES AND SERVICES	QUANTITY	UNIT PRICE	TOTAL

CLIN 0006

Monday thru Friday Transportation Service

0006AA Standard Full Trip Service	4,528 Trips	\$ _____	\$ _____
0006AB Standard Half Trip Service	840 Trips	\$ _____	\$ _____
0006AC Third Shift Full Trip Service	2,008 Trips	\$ _____	\$ _____
0006AC Third Shift Half Trip Service	502 Trips	\$ _____	\$ _____

CLIN 0007

Saturday Transportation Service

0007AA Saturday Full Trip Service	240 Trips	\$ _____	\$ _____
0007AB Saturday Half Trip Service	60 Trips	\$ _____	\$ _____

CLIN 0008

Trailer Vehicle Transportation Service	50 Each	\$ _____	\$ _____
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-Must be approved in advance by the Contracting Officer-

CLIN 0009

40 Passenger Vehicle Transportation Service	5 Each	\$ _____	\$ _____
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-Must be approved in advance by the Contracting Officer-

CLIN 0010

Data and Reports as identified in the SOW	1 Lot	Not Separately Priced (NSP)	
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OPTION II	ESTIMATED		
SUPPLIES AND SERVICES	QUANTITY	UNIT PRICE	TOTAL

CLIN 0011

Monday thru Friday Transportation Service

0011AA Standard Full Trip Service	4,528 Trips	\$ _____	\$ _____
0011AB Standard Half Trip Service	840 Trips	\$ _____	\$ _____
0011AC Third Shift Full Trip Service	2,008 Trips	\$ _____	\$ _____
0011AC Third Shift Half Trip Service	502 Trips	\$ _____	\$ _____

CLIN 0012

Saturday Transportation Service

0003AA Saturday Full Trip Service	240 Trips	\$ _____	\$ _____
0003AB Saturday Half Trip Service	60 Trips	\$ _____	\$ _____

CLIN 0013

Trailer Vehicle Transportation Service	50 Each	\$ _____	\$ _____
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-Must be approved in advance by the Contracting Officer-

OPTION II	ESTIMATED		
SUPPLIES AND SERVICES	QUANTITY	UNIT PRICE	TOTAL

CLIN 0014

40 Passenger Vehicle Transportation Service 5 Each \$ _____ \$ _____
 -Must be approved in advance by the Contracting Officer-

CLIN 0015

Data and Reports as identified in the SOW 1 Lot Not Separately Priced (NSP)

OPTION III	ESTIMATED		
SUPPLIES AND SERVICES	QUANTITY	UNIT PRICE	TOTAL

CLIN 0016

Monday thru Friday Transportation Service

0016AA Standard Full Trip Service 4,528 Trips \$ _____ \$ _____

0016AB Standard Half Trip Service 840 Trips \$ _____ \$ _____

0016AC Third Shift Full Trip Service 2,008 Trips \$ _____ \$ _____

0016AC Third Shift Half Trip Service 502 Trips \$ _____ \$ _____

CLIN 0017

Saturday Transportation Service

0017AA Saturday Full Trip Service 240 Trips \$ _____ \$ _____

0017AB Saturday Half Trip Service 60 Trips \$ _____ \$ _____

CLIN 0018

Trailer Vehicle Transportation Service 50 Each \$ _____ \$ _____

-Must be approved in advance by the Contracting Officer-

CLIN 0019

40 Passenger Vehicle Transportation Service 5 Each \$ _____ \$ _____

-Must be approved in advance by the Contracting Officer-

CLIN 0020

Data and Reports as identified in the SOW 1 Lot Not Separately Priced (NSP)

OPTION IV	ESTIMATED		
SUPPLIES AND SERVICES	QUANTITY	UNIT PRICE	TOTAL

CLIN 0021

Monday thru Friday Transportation Service

0021AA Standard Full Trip Service	4,528 Trips	\$ _____	\$ _____
0021AB Standard Half Trip Service	840 Trips	\$ _____	\$ _____
0021AC Third Shift Full Trip Service	2,008 Trips	\$ _____	\$ _____
0021AC Third Shift Half Trip Service	502 Trips	\$ _____	\$ _____

CLIN 0022

Saturday Transportation Service

0022AA Saturday Full Trip Service	240 Trips	\$ _____	\$ _____
0022AB Saturday Half Trip Service	60 Trips	\$ _____	\$ _____

CLIN 0023

Trailer Vehicle Transportation Service	50 Each	\$ _____	\$ _____
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-Must be approved in advance by the Contracting Officer-

CLIN 0024

40 Passenger Vehicle Transportation Service	5 Each	\$ _____	\$ _____
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-Must be approved in advance by the Contracting Officer-

CLIN 0025

Data and Reports as identified in the SOW	1 Lot	Not Separately Priced (NSP)
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PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**C.1 SCOPE OF WORK**

(a) The contractor shall provide all personnel, equipment, vehicles, fuel, services and incidentals necessary to furnish LOCAL TRANSPORTATION SERVICES TO AND FROM THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) for federal personnel conducting official business while residing in the local Oklahoma City area as identified in the attached Statement of Work (SOW) dated 29 Jan 08. The travel routes are listed in the MMAC Van Schedule Attachment included in Section J. Adjustments to these routes may be made at the FAA's discretion to accommodate changing requirements. The intention of primary service hereunder is for the satisfaction of transportation requirements of the FAA Academy (AMA-100). Additional transportation requirements of other FAA and tenant organizations located at the MMAC may be ordered hereunder, provided that they do not jeopardize ongoing FAA Academy transportation services. Ordering of such supplemental services will be accomplished with full coordination between the Contracting Officer (CO), FAA Academy, and applicable FAA/tenant organizations and conducted separate from FAA Academy operations. The intent of the primary services hereunder, is to satisfactorily fulfill

the transportation requirements for the FAA Academy (AMA-100). Additional transportation requirements of other FAA and tenant organizations located at the MMAC may also be ordered, providing they do not jeopardize the ongoing FAA Academy transportation services. Ordering of supplemental services will be accomplished with full coordination between the Contracting Officer (CO), FAA Academy, and the applicable FAA/tenant organization. Usage of this contract by tenant organizations for transportation services will be conducted separate from FAA Academy operations.

(c) The services required under this contract will be ordered by "Delivery Orders" signed and issued by the Contracting Officer. The Delivery Order Not-To-Exceed total funding will be based on the established prices identified in Schedule B for the basic period and option periods. Pricing for all Contract Line Items (CLINs) shall include applicable labor costs (to include direct and indirect labor), direct and indirect costs, overhead, G&A, and profit/fee.

(c) The contractor shall be responsible for contract management and supervision of this contract. Contract management shall include day-to-day supervision of contract employees including but not limited to work assignments, leave, payroll records, etc. At no time will Government personnel supervise contract employees.

(d) The SOW and appendices for this requirement are included as attachments to this document as stated in Section J, List of Attachments.

(e) Passenger pick-up locations shall be specified therein and are subject to change only by direction of the contracting officer or their designee(s). Revisions to routes, number of runs, stops, or schedules may be made only by the CO or COTR as required, pursuant to Acquisition Management System (AMS) **Clause 3.10.1-12, Changes – Fixed Price**, and the clause contained in **Section C.3(j), Route Changes**, as appropriate. All oral instructions or directions shall be confirmed in writing.

(f) In the event a scheduled vehicle departs the MMAC with **zero passengers**, one-half the normally applicable trip rate will be considered allowable and the contractor shall bill accordingly and so note on subsequent invoices.

(g) For those transportation services provided in support of FAA Academy requirements, passengers will be allowed to board contract transportation vehicles only if they have on their person an official Department of Transportation photograph identification; a driver's license and FAA welcome letter; driver's license and black and white Student Identification card; a valid passport and temporary facility pass; passport and non-photo I.D. issued by the Academy; or photo I.D. issued by the Academy. The contractor shall be responsible for inspecting passenger identification in order to comply with this contract requirement.

(h) Primary transportation services under this contract are for Academy operations; however, additional services in support of other FAA requirements coordinated at least seven (7) days in advance between the FAA/tenant representative, the Academy COTR and the CO are authorized. Any such transportation shall be available only on the existing routes as established by the Academy and included in Part III, Section J, List of Attachments. In the event space is available under the existing service, such space may be filled by other than Academy passengers providing it is not considered disruptive of ongoing Academy transportation requirements.

C.2 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE CLA 4548 (SEP 2001)

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements with the Contracting Officer, contractor personnel may be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative (COTR) or a designated FAA contact point at the work site.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clauses entitled: INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (AMS 3.10.4-4).

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4	INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT	APRIL 1996
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PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168r

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Task Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed in writing by the CO or designated representative.

F.2 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 April 2008 through 31 March 2009 for the base year, and if extended by exercise of option, one-year option periods designated as follows:

Beginning 1 April 2008 through 31 March 2009 – Base Year
 1 April 2009 through 31 March 2010 – Option I
 1 April 2010 through 31 March 2011 – Option II
 1 April 2011 through 31 March 2012 – Option III
 1 April 2012 through 31 March 2013 – Option IV

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9	STOP-WORK ORDER	OCT 1996
3.10.1-11	GOVERNMENT DELAY OF WORK	APRIL 1996
3.10.1-24	NOTICE OF DELAY	NOVEMBER 1997
3.11-34	F.O.B. DESTINATION	APRIL 1999

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)**CLA.0135r**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for each month of performance of services, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division, AMZ-100
P.O. Box 25710
Oklahoma City, OK 73169-4913

(2) One copy to the FAA Contracting Officer Technical Representative (COTR) at the following address:

FAA, Mike Monroney Aeronautical Center
System Support Team, AMA-100C
P.O. Box 25082
Oklahoma City, OK 73125

(3) One copy to:

FAA, Mike Monroney Aeronautical Center
Aviation, Medical & Training Division, AMQ-340
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Requirement Order number, description of services, including applicable Contract Line Item Number(s), performance dates, and quantity(s) that were provided.

(3) Extended totals for invoiced quantities and year-to-date billing.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.4 INCREMENTAL FUNDING (JAN 1997)**CLA.2604**

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide the not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

**G.5 AMS 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
(July 1996)**

(a) The Contracting Officer may designate other Government personnel, known as the Contracting Officer's Technical Representative (COTR) and/or Contracting Officer's Representative (COR), to act as his or her authorized representative for contract administration functions, which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 POST-AWARD CONFERENCE**

(a) A Post-Award Conference with the successful contractor is required and will be held as soon as possible after award of the contract. The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

(b) The contractor will be given five working days notice prior to the date of the conference by the Contracting Officer.

H.2 DELIVERY ORDER NOT-TO-EXCEED PRICE

A Delivery Order will be issued to identify the required performance period for Contract Line Item Number(s), cost estimates or price(s), and funding obligations in accordance with the established provisions of this Contract. The Delivery Order shall identify the Not-To-Exceed

(NTE) estimate in total dollars for CLINS that are other than Firm Fixed Price. Fixed Price CLINs will be limited to the established Total Fixed Price.

H.3 DELIVERY ORDER PROCESSING

(a) A Delivery Order will be issued identifying the schedule for services required for each CLIN. The schedules may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks according to the schedules. Only the CO or designated Contracting Officer's Representative (COR) may authorize deviation from the delivery order schedules.

(b) Delivery orders will be issued upon completion of the following sequence of actions.

(1) The FAA will formally issue the Delivery Order with signature by the Contracting Officer or designated representative, and date. Each delivery order will contain the following information:

- (i) An appropriate reference to the Contract, delivery order number, and task number.
- (ii) A description of the services to be performed
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Scheduled deliveries.
- (v) Ceiling price.

(c) Delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a Task Order, with a copy of the Requirements Schedule, directing the contractor to proceed with performance of the work specified. Each Task Order will specify a ceiling price and the contractor will proceed with performance of the work required by the Task Order. The contractor shall submit a task proposal within 7 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, discussions will be conducted to confirm available support, schedule, and establish an agreed upon ceiling price.

(e) Any requirement issued during period of performance identified on the Contract Delivery Order, and not completed within that period, shall be completed by the contractor within the time specified in the Delivery Order. The rights and obligations of the contractor and the Government respecting that Delivery Order shall be governed by the terms of this contract as fully and to the same extent as if completed during the effective term of this contract.

H.4 STAFFING/RESOURCE UTILIZATION

The Contractor shall assure that all persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty or upward salary adjustment resulting from the Contractor's failure to properly utilize classified employees, shall be the

contractor's responsibility and shall not be allowed for the purposes of reimbursement under this contract.

H.5 LIMITATION OF GOVERNMENT'S OBLIGATION -- ALLOTMENT OF FUNDS

(a) The Government shall not be obligated to pay the contractor any amount in excess of the amount set forth in each delivery order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each delivery order unless and until the Contracting Officer has notified the contractor in writing that such amount has been increased and shall have specified in such notice a revised amount which shall thereupon constitute the Not-to-Exceed Ceiling for performance of the delivery order.

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time whenever it is expected that costs to be incurred within the succeeding ***thirty (30) days will exceed 75 percent (75%)*** of the amount stated in the Delivery Order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each Task Order will be substantially greater or less than ceiling amount of the Task Order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a delivery order by an Administrative "Modification of Delivery Order" on a unilateral basis to the respective Delivery Order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.6 CANCELLATION POLICY

Delivery Orders issued for technical support services are primarily driven by the training needs of the Air Traffic Organization (ATO). Consequently, schedules that are coordinated for requirements may be adjusted as enrollment information is confirmed. The schedule adjustments shall be provided in writing from the Contracting Officer to the contractor. The FAA reserves the right to cancel technical support services delivery orders previously identified up to 10 days prior to the start date of the period of performance.

H.7 DISCRIMINATION/COMPLAINTS AND EMPLOYEE APPEALS

The contractor agrees that it will take the necessary action to insure that its employees including all subcontractors' employees cooperate fully with the Federal Aviation Administration (FAA) in regard to any personnel action or discrimination complaints involving students or former students of the FAA Academy. This would include cooperation in the preparation for and participation in discrimination complaint investigation and/or hearing and in any hearing before the Merit System Protection Board, and/or Equal Employment Opportunity Commission Accountability Board.

H.8 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer (CO). Two copies of any material proposed for publication or distributed shall be submitted to the CO.

H.9 TRIP RECORD

(a) The contractor shall provide and have certified by the driver and dispatcher, daily records by route or trip as to how many passengers were transported and the total amount of all cash fares collected. Negative records are required. This daily record shall be accomplished by completion of a government furnished form, "FAA Contract Bus Record" (AC Form 4670-19), sample furnished as Attachment 1.

(b) The required forms are sequentially numbered for each designated bus route. The daily record shall start the first workday of the month and proceed through the workdays of the month. Each day, the contractor shall submit the record forms for the preceding day to the MMAC Motor Fleet Office, Room 110D, ARB Building. Voided, damaged, and/or changed forms shall be returned to the Motor Fleet Office with the correct record form for that day. On the first workday following the end of a month, the contractor shall return the unused sequentially numbered forms from the previous month.

(c) The completed AC Form 4670-19 shall be the means to certify payment of the contractor's monthly invoice.

H.10 SAFETY AND HEALTH (JUN 2002)

CLA.0090

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19B and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be

found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H. 11 CONTRACT SHUTDOWN PROCEDURES PENDING

APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.12 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL

(JUL 2001)

CLA.1262

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The

contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 7 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in Section 503, Suitability Criteria of FAA Order 1600.72, Contractor and Industrial Security Program, within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) Government Screening Standards for Contractor Personnel.

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of Chapter 6, Suitability Determinations FAA Order 1600.72. In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.13 FAA FACILITY REGULATIONS (OCT 2006)

CLA.3402

Contractor personnel, including employees of subcontractors at any tier, suppliers, etc., working at or visiting an FAA facility, shall abide by all applicable regulations in effect at that facility governing their conduct, including, but not limited to, those regulations pertaining to traffic, parking, security, and airport -matters. A non-inclusive list of such regulations is below. The full text of these is available at the website shown or can be obtained by contacting your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR).

FAA ORDERS/DIRECTIVES

FAA Order 1600.72, Contractor and Industrial Security Program, dated 4/4/2001
http://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/investigations/isps/media/160072.doc

FAA Order 1110.125A, Accountability Board, dated 6/30/2000
https://employees.faa.gov/org/StaffOffices/ahr/policy_guidance/hr_policies/order/orders/1110_125A/

FAA Order 3900.47, Smoking Restrictions in FAA-Controlled or Occupied Space, dated 9/24/1990
https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/3900_47/

FAA Order 3900.19B, FAA Occupational and Health Program, dated 4/1/2005
https://employees.faa.gov/employee_services/emerg_safety/media/FINAL3900.pdf

FAA Order 1370.79A, Internet Use Policy, dated 10/12/1999
http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/media/1370_79A.pdf

H.14 ECONOMIC PRICE ADJUSTMENT-FIRM FIXED PRICE CONTRACT (JUN 1999) CLA.4542

(a) The prices of contract line items 0002 and 0004 shall be subject to adjustment, at the request of either contract party, in accordance with this clause. There is no minimum amount of adjustment that may be considered under this clause.

(b) The contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) Definitions, for purposes of this clause:

(1) The economic indicator shall be the Producers Price Index published on the Internet by the U.S. Department of Labor, Bureau of Labor Statistics (<http://stats.bls.gov>) for gasoline. The data is also available from the Contracting Officer upon request.

(2) The base price index shall be the latest published economic indicator [including data identified as "(P) preliminary"] as of the date of the contractor's offer.

(3) The adjusting price index shall be the latest published economic indicator [including data identified as "(P) preliminary"] as of the date the contract period award date.

71 half trips for Month 1 x 1.2 gallons of fuel = 85.20 gallons of fuel used
x \$.20 Delta
\$17.04 Adjustment for Month 1 Half Trips

Base Price Index:	\$2.70
Adjusted Price Index:	<u>3.30</u>
Delta	.60

65 half trips for Month 2 x 1.2 gallons of fuel = 78.00 gallons of fuel used
x \$.60 Delta
\$46.80 Adjustment for Month 2 Half Trips

70 half trips for Month 3 x 1.2 gallons of fuel = 84.00 gallons of fuel used
x (\$.40) Delta
(\$33.60) Adjustment for Month 2 Half Trips

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses.

If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.16 SECURITY – GENERAL (JULY 2007)

CLA.4554

(A) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position	Risk Level
Shuttle Bus Driver	1

(B) Security forms may be accessed at the following: **Security Forms**

<http://amq.mmac.faa.gov/security.asp>

H.17 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.18 PERSONNEL AND SUPERVISION (OCTOBER 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.19 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF
THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I - CONTRACT CLAUSES

I.1 LEGAL COMPLIANCE

The contractor shall, without expense to the government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with performance of this contract.

I.2 SAFETY AND ACCIDENT PREVENTION

In performing work under this contract on premises which are under the control of the government, the contractor shall (1) conform to all safety rules and requirements prescribed by the Occupational Health and Safety Act of 1970, and (2) take such additional safety precautions as the Contracting Officer (CO) may reasonably require to prevent accidents and preserve the life and health of the contractor and government personnel performing or in any way coming into contact with the performance of this contract on said premises. In the event of an accident involving performance under this contract, the contractor shall immediately notify the CO and the COTR.

I.3 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I. 4 LIABILITY INSURANCE (JAN 1997) CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 calendar days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Contract Management Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

I.5 AMS 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

I.6 AMS 3.2.1.5-4 Continuity of Services - Mission Critical Contracts January 2008

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued without interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

FAA Academy Transportation Services

(b) National Emergencies or Incidents of National Significance include:

- (1) Outbreak of pandemic influenza or infectious disease;
- (2) Terrorist attack; and
- (3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within 30 days after award, the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

- (1) Plans and Procedures: Detail the plans and procedures in place that will provide for

continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;

(2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;

(3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;

(4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;

(5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;

(6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;

(7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;

(8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;

(9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and

(10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of contract performance and operations to their normal state.

(e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.

(f) The Continuity of Contract Performance Plan must be updated as needed.

1.8 AMS 3.2.4-17 ORDER LIMITATIONS (DELIVERY ORDER) OCTOBER 1996

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one trip for the current period of performance, the

Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the number of trips set forth in Schedule B;

(2) Any order for a combination of items in excess of the number of trips set forth in Schedule B or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.9 AMS 3.2.4-19 REQUIREMENTS

OCTOBER 1996

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2009 (Base Period); 31 March 2010 (Option I); 31 March 2011 (Option II); 31 March 2012 (Option III) and 31 March 2013

I.10 AMS 3.2.4-34 OPTION TO EXTEND SERVICES APRIL 1996

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **6 months**. The Contracting Officer may exercise the option by written notice to the Contractor not later than the expiration date of the current contract period.

I.11 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT APRIL 1996

(a) The Government may extend the term of this contract by written notice to the Contractor no later than the expiration date of the current contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.12 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APRIL 1996

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.13 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION APRIL 2006

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository

for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by

the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I. 14 AMS 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause.

Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.15 AMS 3.6.1-1 Notice of Total Small Business Set-Aside

(July 2006)

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR).

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service contracts.

I.16 AMS 3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor

(29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is not a Wage Determination.

This Statement is for Information Only: It Is Not a Wage Determination.

Employee Class	Gov Equivalent	Monetary Wage	Determination
Bus Driver	WG-7	\$19.18	SCA Applicable

I.17 AMS 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final

resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

I.18 AMS 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS JULY 2006

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract

award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.
- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center, ATTN: AMC-700 SSE, 6500 S. MacArthur Blvd.,
OKC, OK 73169)

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor

understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the

DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST	AUGUST 1997
3.2.2.3-33	ORDER OF PRECEDENCE	JULY 2004
3.2.2.3-75	REQUESTS FOR CONTRACT INFORMATION	JULY 2004
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	APRIL 1996
3.2.5-1	OFFICIALS NOT TO BENEFIT	APRIL 1996
3.2.5-3	GRATUITIES OR GIFTS	JANUARY 1999
3.2.5-4	CONTINGENT FEES	OCTOBER 1996
3.2.5-5	ANTI-KICKBACK PROCEDURES	OCTOBER 1996
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	JUNE 1999
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	APRIL 1996
3.3.1-1	PAYMENTS	APRIL 1996

3.3.1-6	DISCOUNT FOR PROMPT PAYMENT	APRIL 1996
3.3.1.9	INTEREST	JAN 2008
3.3.1-15	ASSIGNMENT OF CLAIMS	APRIL 1996
3.3.1-17	PROMPT PAYMENT	JAN 2003
3.3.2-1	FAA COST PRINCIPLES	OCTOBER 1996
3.4.1-10	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JULY 1996
3.4.1-12	INSURANCE	JULY 1996
3.4.2-6	TAXES – CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	OCTOBER 1996
3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES –FIXED PRICE CONTRACT	APRIL 1996
3.5-13	RIGHTS IN DATA-GENERAL	OCTOBER 1996
3.6.1-7	LIMITATIONS ON SUBCONTRACTING	SEPTEMBER 2001
3.6.1-11	MENTOR REQUIREMENTS AND EVALUATION	OCTOBER 2006
3.6.2-2	CONVICT LABOR	APRIL 1996
3.6.2-9	EQUAL OPPORTUNITY	AUGUST 1998
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APRIL 2007
3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	APRIL 2000
3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA	APRIL 2007
3.6.2-16	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APRIL 1996
3.6.2-28	SERVICE CONTRACT ACT OF 1965, AS AMENDED	APRIL 1996
3.6.2-31	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT --- PRICE	APRIL 1996
3.6.2-35	PREVENTION OF SEXUAL HARRASSMENT	AUGUST 1998
3.6.2-37	NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	APRIL 2007
3.6.3-2	CLEAN AIR AND CLEAN WATER	APRIL 1996

3.6.3-16	DRUG FREE WORKPLACE	JANUARY 2004
3.6.4-10	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	APRIL 1996
3.8.2-9	SITE VISIT	APRIL 1996
3.8.2-10	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APRIL 1996
3.8.2-11	CONTINUITY OF SERVICES	APRIL 1996
3.9.1-1	CONTRACT DISPUTES	NOVEMBER 2002
3.10.1-7	BANKRUPTCY	APRIL 1996
3.10.1-12	CHANGES--FIXED-PRICE	APRIL 1996
ALT I	CHANGES--FIXED-PRICE	APRIL 1996
3.10.1-25	NOVATION AND CHANGE-OF- NAME AGREEMENTS	JANUARY 2003
3.10.2-1	SUBCONTRACTS (FIXED PRICE CONTRACTS)	APRIL 1996
3.10.3-1	DEFINITIONS	APRIL 2004
3.10.6-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	OCTOBER 1996
3.10.6-4	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	OCTOBER 1996
3.10.6-7	EXCUSABLE DELAYS	OCTOBER 1996
3.13-5	SEAT BELT USE BY CONTRACTOR EMPLOYEES	JANUARY 1999
3.13-10	CONTRACTOR ATTENDANCE AT FAA SPONSORED TRAINING	JANUARY 2003
3.13-11	PLAIN LANGUAGE	JULY 2006
3.14-3	FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES	JULY 2006

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
Attachment 1	FAA Academy Transportation Services Statement of Work including (6 pages) Appendix A, MMAC Vehicle Schedule Route (2 pages)	Jan 31, 2008	8 pages
Attachment 2	FAA Contract Bus Record, AC Form 4670-19 (Sample	Dec 1987	1 page
Attachment 3	Vehicle Identification Form	N/A	1 page
Attachment 4	Vehicle Inspection Report	N/A	1 page
Attachment 5	CLA 1262 FAA Requirements for Screening of Contractor Personnel –Contractor; and FAA Requirements for Screening of Contractor Personnel -Adjudicative Standards -Contractor	JUL 2001	3 pages
Attachment 6	DOL Wage Determination No. 2006-2432, Revision 5	Sept 27, 2007	10 pages

**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD
NOV 2000**

CLA.0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 485113 Bus and Motor Vehicle Transit Systems Educational Services, Technical and Trade Schools.

(2) The small business size standard is \$6M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is NA.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION CLA.4532
MAR 1999**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 AMS 3.2.2.3-10 TYPE BUSINESS ORGANIZATION

JULY 2004

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

(country)

K.4 AMS 3.2.2.3-15 AUTHORIZED NEGOTIATORS**JULY 2004**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

K.5 AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION**JULY 2004**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.6 AMS 3.2.2.3-76 REPRESENTATION – RELEASE OF CONTRACT INFORMATION
JULY 2004**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

**K.7 AMS 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS APRIL 1996**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a)

of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.8 AMS 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) April 2006

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

K.9 AMS 3.5-14 Representation of Limited Rights Data and Restricted Computer Software October 1996

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted

computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

K.10 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS APRIL 1996

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE APRIL 1996

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 AMS 3.8.2-18 CERTIFICATION OF DATA OCTOBER 1996

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1)

prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE DECEMBER 2005

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: [http:// http://conwrite.faa.gov](http://conwrite.faa.gov) (on this web page, select "Search and View Clauses").

3.2.5-2	INDEPENDENT PRICE DETERMINATION	OCTOBER 1996
3.6.2-5	CERTIFICATION OF NONSEGREGATED FACILITIES	APRIL 1996
3.6.3-1	CLEAN AIR AND WATER CERTIFICATE	APRIL 2000

FEDERAL AVIATION ADMINISTRATION
BUSINESS DECLARATION

1. Name of Firm: _____ Tax Identification No.: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
7. Nature of Business (Specify all services/products (NAIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership _____
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | | | |
|-------------------------|------------------|-------------------------|---------------------------|
| a.2. Year Ending: _____ | b.2. Gross _____ | a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| | | a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM
SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____

b. Date: _____

c. Typed Name _____

d. Title: _____

PART IV -SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP).

This requirement is being set aside exclusively for small business concerns. The acquisition will involve the use of streamlined acquisition procedures employing Performance Price Trade-Off procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO), is the sole point of contact for this acquisition. Address any questions or concerns that you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located on the front page of the SIR/RFP.

(c) *Performance Price Trade-Off (PPT)* source selection procedures will be conducted for FAA Academy Transportation Services. PPT allows tradeoffs between cost/price and past performance for technically acceptable proposals; therefore tradeoffs on the basis of technical merit will not occur. *Complete written proposal submissions, including an electronic copy on compact disk (CD) are required.* In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be "Best Value to the FAA" while utilizing PPT source selection procedures.

(e) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors**. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) In accordance with AMS 3.2.2.3.1.4, offerors who participated in the competitive process will be given three working days from receipt of the award notification to request a debriefing. Written requests for debriefing shall be timely and be provided to the PCO.

(g) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS WRITTEN DOCUMENTATION

(a) Each offeror will submit information identified as set forth in Table 1 below as well as one complete electronic copy of entire proposal submission on compact disk (CD). The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume (NOTE-if all pages fit in a single binder, the volumes need to be separated only by a TAB page) should be submitted in an individual binder/folder/section.

Table 1. Proposal Organization

<u>Volume</u>	<u>Title</u>	<u>Copies</u>	<u>Page Limit</u>
I	Screening Information Request/ Contract Provisions (return a signed copy of the SIR with all Fill-ins and attachments)	1	73
*II	Technical Proposal Appendix IIA - Resumes for Key Personnel Appendix IIB - Quality Control Plan	5 (no limit)	20 20
III	Pricing/Past Performance Proposal	3	no limit

*No reference shall be made to prices/costs in Volumes II.

CAUTION: Evaluators will read only up to the page limit as specified for each volume. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

(c) Common items for each volume are:

- (1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.
- (2) Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two (2) pages.
- (3) Single or double spacing (Offeror's option)
- (4) Font: Times New Roman, no smaller than 11 point.
- (4) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
- (5) All volumes should be marked "Procurement Sensitive."
- (6) All volumes should be bound in three-ring, loose-leaf binders.

(d) **Contract Documentation – Volume I.** This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must

complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; and, Section K, Representations and Certifications, with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in SIR Sections A through K. The FAA may consider offerors who take exception to the terms and conditions of SIR Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers. Return a completed, signed, copy of the complete SIR which includes all Sections A, through M.

All offerors must provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. In addition, identify those individuals authorized to negotiate with the FAA.

(e) **Technical Proposal--Volume II** Technical proposals shall be submitted in 3 separate sections to address Factors 1, 2, and 3 as outlined in Section L.6 below. The technical proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. This proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal. The technical proposal shall be organized according to the following general outline:

A: Table of Contents
B: List of Tables and Drawings
C: Glossary
Cross Reference Matrix
Factor 1:
Factor 2:
Factor 3:

The technical volume will be limited to 20 pages. The 20 page limit does not apply to Title pages, exhibits, resumes, or quality plan, or does it apply to the preparation of Volume III, Pricing/Past Performance.

Separate Attachments should be submitted as follows:

1. Appendix IIA- Resumes : For all key personnel, including personnel acquired through teaming arrangements. Include the respective agreements that identify the intent to accept employment offers if not currently on staff.
2. Appendix IIB - Draft Quality Control Plan

(f) **Pricing/Past Performance Proposal – Volume III**. Each offeror shall provide cost/price information, and submit a summary of contracts/ subcontracts performed (delivering

services within Federal, State or commercial agency) for **Transportation Services or similar efforts with references. Offerors shall submit their proposal in Schedule B of this SIR for the Contract Line Items (CLINs) for the Base Period as well as all Option periods. The total of all CLINs (utilizing the Estimated Annual Quantities) will be used to determine each offerors total evaluated price.** In addition, pricing information shall include the submittal of a CD to permit visibility to the spreadsheet(s) that were used to produce the written cost/price information. In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(1). **Cost/price information** should address the Offeror's estimated price with detail to allow visibility of rates applicable to each CLIN. Each offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN), and sub CLIN for the base year, and each option year. In addition, cost/price information shall be provided for each Composite Labor Rate applicable to the designated CLINs in each contract year to include direct labor, labor overhead, general and administrative expense, and profit. A Standard Form 1411 is not required with the initial proposal but may be requested by the Contracting Officer in accordance with Provision L.7, "PRICE INFORMATION".

NOTE: Specific rates will be considered proprietary to the vendor and shall not be released under Freedom of Information if marked proprietary. Failure to provide this rate information with the proposal shall make the proposal unacceptable and shall be removed from further consideration for award.

(2). **Past Performance References**— should include not more than three contracts that represent services similar in relevancy to those described in the attached SOW. This information is required on the offeror and all subcontractors, teaming partners and/or joint venture partners proposed to perform ten (10) percent of the proposed effort based on the total proposed price, or perform aspects of the effort the offeror considers critical to overall successful performance. Offerors are cautioned that the FAA will use data provided by each offeror and data obtained from other sources in the evaluation of past and present performance. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Categorize the relevant information into the specific technical sub-factors used to evaluate the proposal. The summary shall include as a minimum, the following:

- Project name
- Contract Number and Agency issuing the contract
- Contract award date and period of performance
- Dollar value
- Contract Administrator or Liaison, Phone, address and email
- Brief Description of service provided.
- Rationale supporting assertion of contract relevance

Note: The offeror is responsible for verifying references before submission to ensure all information is correct.

L.4 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFQ which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.5 SOURCE SELECTION

The government intends to use *Performance Price Trade-Off (PPT)* source selection procedures to determine the proposal that represents the "best value to the FAA." Each timely and complete submittal will be reviewed and assessed to determine the offer that is considered to represent the appropriate balance of the technical representations (capability), price (realism), and past performance. ***The FAA intends to use the past performance references to validate the accuracy of the past performance history for risk assessment.***

L.6 TECHNICAL FACTORS

The technical proposal should be specific and complete. Legibility, clarity and coherence are very important. Your responses to the factors will be evaluated in accordance with Section M of this SIR. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are presenting that your firm will perform all the requirements specified in the SIR. It is not necessary or desirable for you to tell us so in the proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

Factor 1 – Company and Program Management Expertise

Offeror's shall evidence their understanding of the services required in the SIR and SOW. They shall describe their proposed organizational structure identifying any grouping of functions as they relate to overall program management, and describe the company's cost and management controls. A resume of the proposed program manager; an explanation of the program manager's span of control; and copies of agreements of any teaming arrangements must be submitted.

Offeror's must provide information on the approach to be taken to respond effectively to changes in shifts or changes in workload levels, directives, or unexpected requirements for new task assignments.

Offeror's will be responsible for ensuring services provided consistently meet the requirements of the SOW. A Draft Quality Control (QC) plan applicable to the services to

be performed shall be furnished. The plan shall describe how it was formulated and explain the controls to be implemented to monitor personnel performance and ensure compliance with the SOW. The plan shall also describe how quality will be maintained over the life of the contract.

Factor 2 - Equipment, Facilities and Maintenance

Offeror's shall provide complete background information on their company including history, location of offices, regional offices, and field sites. They shall evidence and demonstrate they possess the resources, or are able to obtain the resources required for successful contract performance. In this section offeror's must furnish a contingency plan for accessing additional resources and personnel should Academy requirements change.

All information provided should be substantial enough to explain an offeror's ability to accommodate the magnitude of transportation services described in the SOW. Information outlining the offeror's plan for storing vehicles used in performance of this requirement, and documentation of their vehicle maintenance program shall also be furnished.

Factor 3 – Project Staffing

The offerors proposal shall evidence and demonstrate complete compliance with the FAA's specifications at the time of proposing. Letters of commitment insuring persons who meet all state licensing requirements as vehicle operators for transport of persons must be furnished with the proposal. Proposed employees shall possess a minimum of two (2) years verifiable experience operating vehicles of all types that may be associated with performance on this contract.

Resumes for qualified technical personnel should describe background, experience, , publications, licenses, certifications, and professional recognition.

L.7 PRICE INFORMATION

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit SF 1411 Certified Cost or Pricing data to support the cost/price. At the time of proposal due date, the offeror is required to provide the pricing data detailed at L.3 Part f(1) as this is part of the best value evaluation process. If after receipt of offers it is determined that adequate price competition does not exist, certified, detailed, cost or pricing data will be required.

(b) Notwithstanding the existence of adequate price competition, the FAA may request additional detailed cost or pricing data to ensure the reasonableness of an Offeror's proposed price(s).

(c) If additional cost and pricing data is required, the offeror shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the contracting officer's request.

L.8 PAST PERFORMANCE

Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

L.9 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for review at that time. Examples of the areas that may be investigated and evaluated are listed below:

- (1) Technical capability
- (2) Quality assurance
- (3) Financial capability
- (4) Accounting systems
- (5) Other, as appropriate

(b) Offeror's are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

L.10 TYPE OF CONTRACT

The FAA contemplates award of a Firm Fixed Price Requirements type contract. The pricing arrangement will apply to respective option CLINs.

L.11 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors' will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.12 AVAILABILITY OF FUNDS (JAN 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of

the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

**L.13 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS
(JAN 1997)**

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.14 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002) CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation

L.15 AMS 3.2.2.3-20 Electronic Offers

July 2004

(a) The offeror (you) may submit responses to this SIR by the following electronic means e-mail only. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to cynthia.cooper@faa.gov.

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

L.16 AMS 3.9.1-3 PROTEST

NOVEMBER 2002

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offeror's initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L.17 AMS 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number

April 2006

Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-4	ORGANIZATIONAL CONFLICT OF INTEREST SIR PROVISION – SHORT FORM	MARCH 2006
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3.2.2.3-1	FALSE STATEMENTS IN OFFERS	JULY 2004
3.2.2.3-6	SUBMITTALS IN THE ENGLISH LANGUAGE	JULY 2004
3.2.2.3-7	SUBMITTALS IN U.S. CURRENCY	JULY 2004
3.2.2.3-11	UNNECESSARILY ELABORATE SUBMITTALS	JULY 2004
3.2.2.3-12	AMENDMENTS TO SCREENING INFORMATION REQUESTS (SIR)	JULY 2004
3.2.2.3-14	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS	JULY 2004
3.2.2.3-16	RESTRICTION ON DISCLOSURE AND USE OF DATA	APRIL 1996
3.2.2.3-17	PREPARING OF OFFERS	JULY 2004
3.2.2.3-18	EXPLANATION TO PROSPECTIVE OFFERORS	JULY 2004
3.2.2.3-19	CONTRACT AWARD	JULY 2004
3.3.1-30	PROGRESS PAYMENTS NOT INCLUDED	NOVEMBER 1997
3.13-4	CONTRACTOR IDENTIFICATION NUMBER – UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	AUGUST 1997

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD

This acquisition will utilize the Performance Price Tradeoff (PPT) source selection procedures with technical proposal to make an integrated assessment for a best value award decision. Tradeoffs will be made only between price and past performance among those offerors who have been determined technically acceptable. Award will be made to the offeror who is deemed responsible in accordance with the Acquisition Management System (AMS) Part 3.2.2.2 whose proposal conforms to the SIRs requirements (to include all stated terms, conditions, representations, certifications and all other information required by Section L of this SIR) and is judged, based on the evaluation factors to represent the best value to the Government. The Government seeks to award to the offeror who gives the FAA the greatest confidence that it will best meet the requirements affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technically acceptable, superior past performance of the higher price offeror outweighs the cost difference. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its

nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

(a) If any portion of the work is to be performed by a subcontractor, offerors must include in their technical proposal supporting documentation describing each subcontractor's qualifications and detailed pricing information to support the subcontractor costs.

(b) The Government intends to select one contractor for this acquisition. However, the Government reserves the right not to award a contract at all, depending on the quality of the proposals and the prices submitted and the availability of funds.

(c) The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

(d) The Government will consider, throughout the evaluation, the "correction potential" of any proposal uncertainty. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of any offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

EVALUATION FACTORS

Award will be made to the offeror proposing the combination of the most advantageous to the Government based upon an integrated assessment of the evaluation factors described below:

Factor 1: Technical

Factor 2: Price/Cost

Factor 3: Past Performance

In PPT, technical acceptability is a prerequisite to the trade off between cost/price and past performance. The following Order of Importance is provided to explain how the other factors will be traded off on technically acceptable proposals:

(e) Price/cost proposals will not be rated or scored, but evaluated on the basis of completeness, reasonableness, and realism.

(f) The offer that provides the overall "best value" to the government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. Factor 2 (Cost/Price and Factor 3 (Past Performance) are of equal importance; however, the price may become relatively more important if the difference in past performance ratings and cost is minimal.

(g) Because several proposals are anticipated, uniformity of proposals is essential to ensure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion. Any offer found to be grossly deficient will be eliminated before detailed rating of the offer (i.e., the offer does not represent a reasonable effort to address

all elements of the SIR, SOW, and specification which would clearly demonstrate that the offeror does not understand the requirements of the SIR, SOW, and specification and would require an extensive rewrite before it could be considered acceptable for evaluation).

(h) Additional information may be requested from offerors whose proposals the government considers reasonably susceptible to being made acceptable. The information may clarify or supplement, but not basically change the offer as submitted. For the purpose of clarifying or supplementing, the government may discuss any such offer with its submitter. In addition, the government reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price/cost. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Discussions with one or more offerors do not require discussions with all offerors.

Offerors are cautioned not to minimize the importance of a detailed response in any area because of its order of importance, or due to its lack of a scoring feature.

M.2 TECHNICAL EVALUATION

Each offer will be determined technically acceptable if deemed compliant with expressed requirements. Failure to meet the expressed requirements may render the offer technically unacceptable.

Each factor within the technical evaluation will receive one of the ratings described below. An unacceptable factor assessment will determine an overall technical unacceptable rating.

Acceptable – The proposal meets specified minimum requirements necessary for acceptable contract performance.

Reasonable susceptible to being made acceptable – The proposal does not clearly meet some specified minimum requirements necessary for acceptable contract performance, but there is reason to believe that through minor revisions, an acceptable proposal could result. For award without discussions, these proposal are considered "unacceptable."

Unacceptable – The proposal fails to meet specified minimum requirements necessary for contract performance. Proposals with an unacceptable rating are not awardable.

M.3 PRICE ANALYSIS

(a) Total Cost/Price Evaluation: The Offeror's cost/price proposal for CLINs 0003 through 0020 and 0022 shall represent the estimated annual requirements quantity times the unit price for the specific CLIN in order to arrive at an estimated total price per CLIN. The same evaluation methodology will apply to all option periods. Evaluation of options shall not obligate the Government to exercise the option(s). The Government may determine that an offer is unacceptable if prices are significantly unbalanced. The cost/price proposal will not be scored although the volume will be ranked among offerors.

(b) The separate price/cost proposals in support of all items identified in Section B will be reviewed for completeness of data, reasonableness of allocation, realism of cost, realistic information and balanced pricing. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

1. Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in **Section L, Provision L.3, Paragraph (f)**.

2. Reasonableness – Price analysis will be performed to determine the reasonableness of the offeror's price proposal. Reasonableness will be based on the total cost/price.

3. Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

4. Unrealistically Low Costs or Prices: Unrealistically low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.

5. Unbalanced Pricing: Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk, and could result in payment of unreasonable high prices. Unbalanced pricing exists when, despite an acceptable total evaluation price, the price of one or more CLINs is significantly over or under as indicated by the application of cost or price analysis techniques. The Government may analyze offers to determine whether they are unbalanced with respect to separately priced line item. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

M.4 PAST PERFORMANCE AND RISK ASSESSMENT

(a) The past performance rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the technical factors and sub-factors. In determining relevance, consideration will be given to previous and current contract performance that is similar in scope to the work described in the Statement of Work, which is an attachment to this solicitation. This information may include data on efforts performed by other division, critical subcontractors or teaming contractors, if

such resources will be brought to bear on efforts performed for agencies of the federal state or local governments and commercial customers. As a result of an analysis of those risks, negative aspects and positive aspects of past performance identified, each offeror will receive an integrated Performance Confidence Assessment rating for the Past Performance factor. In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonableness and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

(b) Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contract or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

(c) Each offeror will receive one of the ratings described below for the Past Performance factor:

Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
UNKNOWN CONFIDENCE	No performance record is identifiable.
LITTLE CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

(d) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result will receive a "Unknown Confidence" rating for the Past Performance factor.

M.5 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)**CLA.0250**

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.6 AMS 3.2.4-31 EVALUATION OF OPTIONS**APRIL 1996**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).



FEDERAL AVIATION ADMINISTRATION ACADEMY

STATEMENT OF WORK

TO

**PROVIDE ACADEMY TRANSPORTATION
SERVICES**

29 January 2008

**FEDERAL AVIATION ADMINISTRATION
FAA ACADEMY**

**STATEMENT OF WORK
ACADEMY TRANSPORTATION SERVICES**

1.0 BACKGROUND

The mission of the Federal Aviation Administration Academy is to provide leadership in training and developing the Federal Aviation Administration workforce and aviation community. In fulfillment of this mission the FAA develops and conducts on-site training courses, plans, maintains and manages the FAA's distance learning systems, and provides program management and consultation services. The Federal Aviation Administration (FAA) Academy provides technical and managerial training and development for the FAA workforce and aviation community by offering over 4,000 courses by various media types each year. The FAA Academy provides transportation services from certain approved hotel/apartment complexes to the Mike Monroney Aeronautical Center (MMAC) for students attending training at the Center. Although certain courses may not be open to the general public, many are available to other Governmental agencies, industry, and international civil aviation authorities.

1.1 COTR DESIGNATION

A Contracting Officer's Technical Representative (COTR) will be delegated by the Contracting Officer, to provide technical direction for the contractor supporting this effort. The COTR will coordinate with the contractor to establish the level of effort required to support this task during the performance period.

2.0 SCOPE OF WORK

The contractor shall provide all equipment, personnel, services and the incidentals required to furnish local transportation services to and from the Mike Monroney Aeronautical Center (MMAC), 6500 S. MacArthur Boulevard, Oklahoma City, OK 73169, for federal personnel conducting official business as authorized by the Contracting Officer (CO), while residing in the local Oklahoma City area.

Transportation services will be required Monday through Saturday (excluding federally established holidays) with services provided day and night. The government reserves the right to change its transportation services requirement to Monday through Friday, should changes in the FAA course load occur. Travel routes are identified in the MMAC Transportation Schedule listed in Section J of this solicitation. Passenger pick-up locations are specified in the MMAC Transportation Schedule and are subject to change only by direction of the Contracting Officer or their designee. Revisions to the routes, number of runs, stops, or schedule may only be made by the CO or COTR, as necessary to accommodate changes in FAA's course load requirement, or student housing. Oral changes shall be confirmed in writing.

Vehicle usage will consist of the following:

- a) Monday through Friday, five vehicles making a total of five trips each (either inbound or outbound), for each of the five designated routes daily. On average, total mileage covered on each trip is between 17-23 miles.
- b) Monday through Friday, one midnight run averaging approximately 45 miles per night.
- c) Monday through Friday, five vehicles supporting a third shift requiring inbound and outbound service (2 trips per vehicle) for each of the five designated routes. On average, total mileage covered on each trip is between 17-23 miles.
- d) Saturday, five vehicles providing one inbound and one outbound trip (2 trips per vehicle) for each of the five designated routes. On average, total mileage covered on each trip is between 17-23 miles.

The intent of these services is to obtain satisfactory transportation services that fulfill the requirement of the FAA Academy's, Operational Support Division (AMA-100). Additional transportation requirements of other FAA and tenant organizations located at the MMAC may also be ordered under the resultant contract, provided they do not jeopardize ongoing FAA Academy transportation services. Ordering of any supplemental services will be accomplished with full coordination between the Contracting Officer, COTR, and the applicable FAA/tenant organization. All additional services will be conducted separate from the FAA Academy operations.

3.0 REQUIREMENTS

The contractor shall provide all transportation services necessary to satisfactorily perform the requirements described in this Statement of Work.

4.0 GENERAL REQUIREMENTS

4.1 All transportation vehicles shall conform to Title 49, Code of Federal Regulations, Part 571, Subpart B, Federal Motor Vehicle Safety Standards. All vehicles utilized under this contract shall provide for safe, dependable, clean, and comfortable transportation services operated on a punctual schedule. Primary equipment shall be no more than 3 years old, and provide a minimum 25 passenger seating capacity. Additional passengers may be accommodated providing it does not interfere with safe operation of the vehicle or conflict with applicable laws and regulations. The operator will determine when legal load capacity is reached. Vehicles shall be operated at all times in accordance with all safety rules and regulations prescribed by the State of Oklahoma. Vehicles operating under this contract must contain current insurance verification at all times. A vehicle identification form included in Section J of this solicitation shall be furnished to the FAA prior to any vehicle entering into service under this contract. Vehicles shall be locked or monitored by its driver when not in use. Overnight storage of all vehicles utilized for services under this contract shall be maintained in a secured area.

4.2 Vehicles shall be equipped with heating and air conditioning systems in good operating condition at all times. The interior of all vehicles shall be sanitary and meet the comfort standards of similar equipment providing transportation to the general public. Vehicles equipped with a wheelchair lift or another feature to service the physically challenged, and meets all applicable laws and regulations shall be made available upon request. Once notified by the CO, or their designated

representative the contractor shall provide a vehicle with this feature within 24 hours after notification.

Vehicles shall be clearly identified by a professionally lettered sign with no less than 2-inch lettering that reads "FAA ACADEMY," and shows the appropriate route number. Such identification shall be displayed in the identification window on the front of each vehicle. In the same manner, signs (magnetic or otherwise) shall be displayed on both sides of the vehicle. **All FAA identification signs/markings shall be removed or covered any time a transportation vehicle is not being used for FAA services.** A color-coded map identifying the route shall prominently be displayed and clearly visible to all passengers in each vehicle used for regularly scheduled trips. An easily readable sign that lists the proper identification required (i.e. Federal Photo I.D.) to utilize the transportation service shall be displayed at the entrance of all vehicles. In addition, "NO SMOKING" signs shall also be prominently displayed in the vehicles.

4.4 Each vehicle shall be equipped with 2-way mobile communication equipment (may be portable) in good working condition to allow instant communication between the driver and contractor's dispatch office at all times.

4.5 Drivers must be responsible and courteous personnel demonstrating concern for delivering punctual service, as well an interest for the comfort and safety of their passengers. All drivers must wear a white collared shirt with black pants or shorts. Shirts must bear a badge or monogram with the contractor and driver's name clearly labeled on the left side of the chest. In addition, FAA security identification must be displayed on their person at all times.

4.6 All vehicles providing service in performance of this contract shall be subject to a complete comprehensive inspection and acceptance by the CO, or their authorized representative prior to being placed into service under this contract. In addition, all vehicles shall be made subject to periodic scheduled and unscheduled inspections to determine its compliance with applicable laws, regulations, and conditions contained herein.

4.7 The contractor shall immediately notify the CO or the Contracting Officer's Technical Representative (COTR) whenever an equipment failure, or delay of any kind interferes with timely contract performance. Contractor shall take immediate action to provide alternate vehicles to avoid an interruption of transportation services.

4.8 The inbound daily vehicles to the MMAC shall serve as guidelines for quantity of vehicles required at the time of departure. If the number of inbound passengers exceed the vehicle seating capacity, the driver shall report to the appropriate personnel within the contractor's organization who in turn will advise the CO/COTR. At that time the CO will approve or disapprove use of any additional vehicle required for return runs, and this will continue until further notice.

4.9 Upon notification from the CO/COTR, the contractor shall provide transportation services to accommodate any temporary schedule change due to unforeseen circumstances such as ice, snow, or other inclement weather affecting road conditions,

4.10 After the contractor is notified of a route change, they shall furnish the revised pick-up times/locations to the COTR within two (2) days and the MMAC van schedule will be updated appropriately.

4.11 In the event transportation is not provided at a location included on the MMAC Vehicle Schedule within 15 minutes of its normal scheduled pick-up time, the normal trip fee shall be reduced by 50 percent per occurrence, and the contractor shall adjust its monthly billing for each incident accordingly. This reduction shall not apply if delays are caused by vehicular accidents, forecasted weather delays, acts of God, or reasons as determined excusable by the CO or their designated representative.

4.12 When requested by the CO or their designated representative the Contractor shall provide transportation vehicles with a seating capacity of up to 40 passengers. This vehicle must meet every vehicle requirement specified herein. The FAA shall provide a minimum of 10 workdays advance notice, and any oral notification of this requirement shall immediately be followed up in writing. The contractor will receive reimbursement for these services based only upon its actual cost.

4.13 In the event inspections, or daily performance reveal equipment deficiencies, corrective action shall be taken as a minimum according to the guidelines stated below:

4.13.1 *VEHICLE IS UNSAFE OR MECHANICALLY UNFIT*: Contractor shall immediately remove the vehicle from service and provide a replacement vehicle until conditions are corrected.

4.13.2 *FAULTY HEATING/AIR CONDITIONING OR GENERAL CLEANLINESS*: Contractor shall correct the deficiency within 24 hours of its awareness that the condition exists, or notification by the CO/COTR. Normal rate charge shall be reduced 50 percent for each trip the vehicle is used in its defective condition after notification by the CO/COTR. Failure to correct this deficiency within 48 hours after notification shall render this vehicle "mechanically unfit."

4.13.3 *ABSENCE OF 2-WAY RADIO COMMUNICATION AND/OR CELL PHONE*: Contractor shall correct this condition immediately, or the vehicle shall be removed from service and a replacement shall be provided until the condition is corrected.

4.13.4 *ABSENCE OF OR IMPROPER VEHICLE IDENTIFICATION*: All deficiencies shall be corrected within 24 hours of notification by the CO/COTR. Normal trip rate charge will be reduced 25 percent for each trip the vehicle is used in the defective condition after notification by the CO/COTR. Failure to correct the deficiency within 48 hours of notification shall render the vehicle "mechanically unfit."

DEFINITIONS

Contracting Officer: The sole person authorized to act on behalf of the government to negotiate and award contracts and modifications, and to administer through to completion.

b) Contracting Officer's Technical Representative: The authorized government representative acting within the limits of their delegated authority for management of specific projects or functional activities.

c) Trip: One-way (incoming transportation vehicle) from student housing locations listed on the MMAC Vehicle Schedule to the MMAC or, one-way (outgoing transportation vehicle) from the MMAC to student housing locations.

d) Trailer: A vehicle added to a route to "trail" behind the normal route transportation vehicle. A trailer shall only be used if authorized by the CO/COTR.

6.0 PLACE OF PERFORMANCE

All work associated with performance on this contract will be accomplished in Oklahoma City, OK.

7.0 DELIVERABLES

Deliverables and their expected completion date are as follows:

Table 1 - Deliverables

Deliverable	Expected Completion Date
Provide transportation services in accordance with the MMAC Vehicle Schedule	Monday through Friday
Provide Saturday transportation services	As needed
Provide transportation services to support a third shift Monday through Friday	As needed
Provide a trailer vehicle	As needed
Provide a 26-40 passenger vehicle	As needed

Route 1 – Meridian/East

	0700	0800	1530
Governor's Suites 2308 S. Meridian (Load in front of office)	0610	0715	1440
Ramada Limited 2200 S. Meridian (Load in front of office)	0612	0717	1442
AmeriSuites 1818 S. Meridian (Load in front of office)	0615	0720	1445
Candlewood Suites 4400 River Park Road (Load in front of office)	0617	0722	1447
Holiday Inn Express Airport 4400 Highline Blvd. (Load in front of office)	0620	0725	1450
Marriott Courtyard 4301 Highline (Load on the SW corner of the parking lot under the Courtyard sign)	0622	0727	1452
LaQuinta 800 S. Meridian (Load in front of the office)	0624	0729	1455
Route 2 – Northwest			
	0700	0800	1530
Citadel Suites 5113 N. Brookline (Load on the SE corner of parking lot)	0610	0715	1440
Brittany 2626 N. Meridian (Load on 26 th Street at the steps)	0617	0723	1447

Meridian Mansions
1309 N. Meridian
(Load in parking lot in front of complex)

0623 0729 1453

Route 3 – South

	0700	0800	1530
Fairways at Moore 800 SW 19 th St. (Load in front of office)	0600	0710	1435
Mansions South 3507 N. Service Road, Moore (Load in driveway @ front gate)	0612	0722	1447
Quality Inn South 7800 C.A. Henderson Blvd. (Load in front of office)	0622	0731	1456
Holiday Inn Express 7601 C.A. Henderson Blvd. (Load in front of office)	0623	0732	1457

Route 4 – Meridian/West

	0700	0800	1530
Spanish Gardens 3037 N. Rockwell (Load north of complex on 30 th)	0610	0715	1445
Walnut Gardens 6700 N.W. 16 th (Load North side of complex, north side of N.W. 16 th)	0614	0719	1449
Extended Stay America 4820 W. Reno (Load in front of office)	0620	0725	1455

Bilmore 401 S. Meridian (Load in front of office)	0621	0726	1456
Clarion 737 S. Meridian (Load in front of office)	0624	0729	1459
Hampton Inn 1905 S. Meridian (Load in front of office)	0627	0732	1502
Embassy Suites Airport 1815 S. Meridian (Load in front of Hampton Inn)	0627	0732	1502
Wingate Inn 2001 S. Meridian (Load in front of office)	0628	0733	1503
Holiday Inn 2101 S. Meridian (Load in front of office)	0629	0734	1504
Route 5- Meridian/South			
Apple Tree 6032 NW 23 rd (Load in front of office)	0700	0800	1530
Howard Johnson W 400 S. Meridian (Load in front of the office)	0618	0723	1448
Days Inn 504 S. Meridian (Load at Howard Johnson)	0618	0723	1448
Saddleback Inn 4300 S.W. 3 rd (Load in front of the office)	0620	0724	1450
Residence Inn 4361 W. Reno (Load south of office)	0623	0727	1453

WEATHER ADVISORIES

U.S. Department of Transportation
Federal Aviation Administration

During inclement weather, listen to any of the following radio or TV stations for announcements as to the "open" status of the Aeronautical Center:

MIKE MONRONEY AERONAUTICAL
CENTER

DEPARTURES		
Class	Class	Class
0700	0800	1530
VOR/TACAN (North Door)	1535	None
System Training Bldg. (East side of stop sign)	None	None
Records Building	1545	1645
(Off MacArthur Blvd. on west access road & NW corner of 64 th Street)		None
Flight Standards/ Bldg. 6	1547	1647
(South side on 63 rd St.)		None
Air Traffic/Bldg. 3	1548	1648
(South side on 63 rd St.)		None
Stafford Bldg. (SE corner of the Bldg.)	1550	1650
		0010

Service is limited to transportation to and from the student's place of residence at housing facilities (hotels and apartments) on the transportation schedule.

Transportation to and from the airport is not included in this service and should be arranged separately.

Transportation of student luggage on the final day of class is not available.

Radio

KOMA 1520 (AM) & 92 FM
KTOK 1000(AM)

Television

KFOR..... Channel 4
KOCO Channel 5
KWTW Channel 9
KOKH..... Channel 25

MMAC Status Line..... 954-0040
Student Services 954-3923

Transportation service to the Aeronautical Center is available to students and visitors on all regular workdays from locations on the following routes: Meridian/East, Northwest, South, Meridian/West, and Meridian/South.

MMAC Emergency..... 911 or X43444

Student Services954-3923

(If you are using a cellular phone, dial 954-3444)

UPDATED January 2008

SERIAL NO.

Electronic Version (Adobe)

Vehicle Identification Form

Vehicle Identification Number
(Identification number to be listed on Daily Bus Record)

04-_____

Type of Vehicle

Model_____

Year_____ Seating Capacity_____

Handicapped Accessible_____ Tag Number _____

Contractor Representative

Date

Contracting Officer

Date

VEHICLE INSPECTION REPORT

(Date)

Vehicle Tag Number _____ Vehicle ID Form on File _____

Route Number _____ Route Time _____:_____: In () Out ()

Inspection Sticker _____ Inspection Sticker Date ____/____/____

Seating Capacity _____ CDL Yes ____/____/____ No

Air Conditioning (no more than 55 Degrees) _____

Heat (no less than 85 Degrees) _____

	YES	NO
Wheelchair Lift		
FAA Sign (2A Letters on ID Window)		
(2A Letters on Both Sides)		
Route Number (2A Letters on ID Window)		
(2A Letters on Both Sides)		
Color-coded Route Map w/Route ID		
DOT Identification Required Sign		
No Smoking Sign		
Two-way Mobile Communication or Cell Phone		

White Collared Shirt		
Contractor Name on Shirt		
Driver's Name on Shirt		
DOT Contractor Badge		
Black Pants or Shorts		

Interior Condition _____

Exterior Condition _____

Notes _____

CLA CLAUSE 1262

ATTACHMENT 1 SCREENING STANDARDS-CONTRACTOR

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

CLA CLAUSE 1262

ATTACHMENT 2

***ADJUDICATIVE STANDARDS: ISSUES CLA 1262 (JUL 2001)**

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

1. **Issues related to use or possession of intoxicants:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
2. **Issues related to illegal use/possession of controlled substances or marijuana:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.
3. **Issues related to financial responsibility:**
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
4. **Issues related to immoral conduct:**
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
5. **Issues related to honesty:**
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
6. **Issues related to disruptive or violent behavior:**
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
7. **Issues related to termination or forced resignation:**
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.

8. **Issues related to firearms/weapons:**

Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.

9. **Miscellaneous issues:**

Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

WD 05-2432 (Rev.-5) was first posted on www.wdol.gov on 10/02/2007

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 2005-2432
Director	Wage Determinations	Revision No.: 5
		Date Of Revision: 09/27/2007

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.27
01012 - Accounting Clerk II	13.78
01013 - Accounting Clerk III	18.28
01020 - Administrative Assistant	20.53
01040 - Court Reporter	18.46
01051 - Data Entry Operator I	10.62
01052 - Data Entry Operator II	11.59
01060 - Dispatcher, Motor Vehicle	14.94
01070 - Document Preparation Clerk	12.24
01090 - Duplicating Machine Operator	12.24
01111 - General Clerk I	10.91
01112 - General Clerk II	12.50
01113 - General Clerk III	18.00
01120 - Housing Referral Assistant	18.26
01141 - Messenger Courier	9.83
01191 - Order Clerk I	11.46
01192 - Order Clerk II	14.08
01261 - Personnel Assistant (Employment) I	13.52
01262 - Personnel Assistant (Employment) II	15.16
01263 - Personnel Assistant (Employment) III	17.58
01270 - Production Control Clerk	19.05
01280 - Receptionist	10.73
01290 - Rental Clerk	13.19
01300 - Scheduler, Maintenance	13.20
01311 - Secretary I	13.20
01312 - Secretary II	15.76
01313 - Secretary III	18.26
01320 - Service Order Dispatcher	13.19
01410 - Supply Technician	20.53
01420 - Survey Worker	14.36
01531 - Travel Clerk I	11.34
01532 - Travel Clerk II	11.92

01533 - Travel Clerk III	12.50
01611 - Word Processor I	11.75
01612 - Word Processor II	13.19
01613 - Word Processor III	14.36
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	15.64
05010 - Automotive Electrician	16.35
05040 - Automotive Glass Installer	15.47
05070 - Automotive Worker	14.08
05110 - Mobile Equipment Servicer	12.54
05130 - Motor Equipment Metal Mechanic	15.64
05160 - Motor Equipment Metal Worker	14.08
05190 - Motor Vehicle Mechanic	15.64
05220 - Motor Vehicle Mechanic Helper	11.98
05250 - Motor Vehicle Upholstery Worker	13.31
05280 - Motor Vehicle Wrecker	14.08
05310 - Painter, Automotive	14.86
05340 - Radiator Repair Specialist	14.08
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	15.64
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.04
07041 - Cook I	8.05
07042 - Cook II	9.69
07070 - Dishwasher	7.32
07130 - Food Service Worker	7.11
07210 - Meat Cutter	12.99
07260 - Waiter/Waitress	7.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.86
09040 - Furniture Handler	10.36
09080 - Furniture Refinisher	14.86
09090 - Furniture Refinisher Helper	11.75
09110 - Furniture Repairer, Minor	13.31
09130 - Upholsterer	14.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.75
11060 - Elevator Operator	8.74
11090 - Gardener	10.79
11122 - Housekeeping Aide	9.36
11150 - Janitor	9.36
11210 - Laborer, Grounds Maintenance	9.07
11240 - Maid or Houseman	7.31
11260 - Pruner	8.74
11270 - Tractor Operator	10.12
11330 - Trail Maintenance Worker	9.07
11360 - Window Cleaner	9.46
12000 - Health Occupations	
12010 - Ambulance Driver	12.49
12011 - Breath Alcohol Technician	14.26
12012 - Certified Occupational Therapist Assistant	20.48
12015 - Certified Physical Therapist Assistant	18.83
12020 - Dental Assistant	12.71
12025 - Dental Hygienist	28.36
12030 - EKG Technician	20.95
12035 - Electroneurodiagnostic Technologist	20.95
12040 - Emergency Medical Technician	12.49
12071 - Licensed Practical Nurse I	12.35
12072 - Licensed Practical Nurse II	13.82
12073 - Licensed Practical Nurse III	15.41

12100 - Medical Assistant	11.33
12130 - Medical Laboratory Technician	13.00
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	11.84
12210 - Nuclear Medicine Technologist	29.31
12221 - Nursing Assistant I	8.32
12222 - Nursing Assistant II	9.35
12223 - Nursing Assistant III	10.21
12224 - Nursing Assistant IV	11.46
12235 - Optical Dispenser	13.10
12236 - Optical Technician	10.76
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	12.16
12305 - Radiologic Technologist	21.27
12311 - Registered Nurse I	23.05
12312 - Registered Nurse II	28.19
12313 - Registered Nurse II, Specialist	28.19
12314 - Registered Nurse III	34.11
12315 - Registered Nurse III, Anesthetist	34.11
12316 - Registered Nurse IV	40.89
12317 - Scheduler (Drug and Alcohol Testing)	17.13
13000 - Information And Arts Occupations	18.53
13011 - Exhibits Specialist I	20.67
13012 - Exhibits Specialist II	24.88
13013 - Exhibits Specialist III	18.96
13041 - Illustrator I	20.96
13042 - Illustrator II	26.17
13043 - Illustrator III	18.70
13047 - Librarian	10.85
13050 - Library Aide/Clerk	16.89
13054 - Library Information Technology Systems Administrator	11.07
13058 - Library Technician	12.18
13061 - Media Specialist I	13.63
13062 - Media Specialist II	15.20
13063 - Media Specialist III	12.06
13071 - Photographer I	14.88
13072 - Photographer II	17.97
13073 - Photographer III	22.44
13074 - Photographer IV	25.75
13075 - Photographer V	13.30
13110 - Video Teleconference Technician	13.69
14000 - Information Technology Occupations	15.32
14041 - Computer Operator I	18.70
14042 - Computer Operator II	20.23
14043 - Computer Operator III	22.41
14044 - Computer Operator IV	19.89
14045 - Computer Operator V	22.83
14071 - Computer Programmer I (1)	27.62
14072 - Computer Programmer II (1)	27.62
14073 - Computer Programmer III (1)	25.61
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	13.69
14150 - Peripheral Equipment Operator	20.23
14160 - Personal Computer Support Technician	24.73
15000 - Instructional Occupations	29.92
15010 - Aircrew Training Devices Instructor (Non-Rated)	
15020 - Aircrew Training Devices Instructor (Rated)	

15030 - Air Crew Training Devices Instructor (Pilot)	32.91
15050 - Computer Based Training Specialist / Instructor	25.02
15060 - Educational Technologist	22.28
15070 - Flight Instructor (Pilot)	32.91
15080 - Graphic Artist	20.81
15090 - Technical Instructor	17.74
15095 - Technical Instructor/Course Developer	21.70
15110 - Test Proctor	15.76
15120 - Tutor	15.76
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.79
16030 - Counter Attendant	7.79
16040 - Dry Cleaner	9.93
16070 - Finisher, Flatwork, Machine	7.79
16090 - Presser, Hand	7.79
16110 - Presser, Machine, Drycleaning	7.79
16130 - Presser, Machine, Shirts	7.79
16160 - Presser, Machine, Wearing Apparel, Laundry	7.79
16190 - Sewing Machine Operator	10.64
16220 - Tailor	11.36
16250 - Washer, Machine	8.53
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.99
19040 - Tool And Die Maker	24.44
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.17
21030 - Material Coordinator	20.57
21040 - Material Expediter	20.57
21050 - Material Handling Laborer	10.95
21071 - Order Filler	11.74
21080 - Production Line Worker (Food Processing)	14.17
21110 - Shipping Packer	12.63
21130 - Shipping/Receiving Clerk	12.63
21140 - Store Worker I	12.25
21150 - Stock Clerk	14.85
21210 - Tools And Parts Attendant	14.17
21410 - Warehouse Specialist	14.17
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.41
23021 - Aircraft Mechanic I	20.39
23022 - Aircraft Mechanic II	21.41
23023 - Aircraft Mechanic III	22.48
23040 - Aircraft Mechanic Helper	14.81
23050 - Aircraft, Painter	17.63
23060 - Aircraft Servicer	16.76
23080 - Aircraft Worker	17.75
23110 - Appliance Mechanic	16.59
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	19.91
23130 - Carpenter, Maintenance	16.45
23140 - Carpet Layer	15.59
23160 - Electrician, Maintenance	17.43
23181 - Electronics Technician Maintenance I	17.95
23182 - Electronics Technician Maintenance II	22.61
23183 - Electronics Technician Maintenance III	25.36
23260 - Fabric Worker	15.04
23290 - Fire Alarm System Mechanic	16.94
23310 - Fire Extinguisher Repairer	14.17
23311 - Fuel Distribution System Mechanic	21.82
23312 - Fuel Distribution System Operator	17.20

23370 - General Maintenance Worker	15.49
23380 - Ground Support Equipment Mechanic	20.39
23381 - Ground Support Equipment Servicer	16.76
23382 - Ground Support Equipment Worker	17.75
23391 - Gunsmith I	14.13
23392 - Gunsmith II	15.73
23393 - Gunsmith III	17.38
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.20
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
18.20	
23430 - Heavy Equipment Mechanic	17.20
23440 - Heavy Equipment Operator	16.82
23460 - Instrument Mechanic	20.59
23465 - Laboratory/Shelter Mechanic	16.65
23470 - Laborer	10.03
23510 - Locksmith	16.58
23530 - Machinery Maintenance Mechanic	18.18
23550 - Machinist, Maintenance	17.20
23580 - Maintenance Trades Helper	11.98
23591 - Metrology Technician I	20.59
23592 - Metrology Technician II	21.63
23593 - Metrology Technician III	22.69
23640 - Millwright	17.44
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	16.35
23790 - Pipefitter, Maintenance	19.06
23810 - Plumber, Maintenance	18.32
23820 - Pneudraulic Systems Mechanic	17.44
23850 - Rigger	17.75
23870 - Scale Mechanic	15.81
23890 - Sheet-Metal Worker, Maintenance	19.78
23910 - Small Engine Mechanic	15.49
23931 - Telecommunications Mechanic I	19.73
23932 - Telecommunications Mechanic II	20.64
23950 - Telephone Lineman	19.01
23960 - Welder, Combination, Maintenance	17.20
23965 - Well Driller	17.44
23970 - Woodcraft Worker	17.44
23980 - Woodworker	14.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	8.73
24620 - Family Readiness And Support Services Coordinator	10.02
24630 - Homemaker	15.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.39
25040 - Sewage Plant Operator	16.59
25070 - Stationary Engineer	22.39
25190 - Ventilation Equipment Tender	13.00
25210 - Water Treatment Plant Operator	16.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.73
27007 - Baggage Inspector	11.43
27008 - Corrections Officer	17.42
27010 - Court Security Officer	19.68
27030 - Detection Dog Handler	15.03
27040 - Detention Officer	17.42
27070 - Firefighter	19.82
27101 - Guard I	11.43

27102 - Guard II	15.03
27131 - Police Officer I	20.53
27132 - Police Officer II	22.82
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.42
28042 - Carnival Equipment Repairer	10.14
28043 - Carnival Equipment Worker	7.38
28210 - Gate Attendant/Gate Tender	12.60
28310 - Lifeguard	11.23
28350 - Park Attendant (Aide)	14.10
28510 - Recreation Aide/Health Facility Attendant	10.29
28515 - Recreation Specialist	14.10
28630 - Sports Official	11.23
28690 - Swimming Pool Operator	15.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.17
29020 - Hatch Tender	19.17
29030 - Line Handler	19.17
29041 - Stevedore I	18.23
29042 - Stevedore II	20.19
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO)	25.06
30021 - Archeological Technician I	15.46
30022 - Archeological Technician II	18.68
30023 - Archeological Technician III	23.12
30030 - Cartographic Technician	23.06
30040 - Civil Engineering Technician	24.03
30061 - Drafter/CAD Operator I	15.46
30062 - Drafter/CAD Operator II	18.62
30063 - Drafter/CAD Operator III	20.76
30064 - Drafter/CAD Operator IV	23.79
30081 - Engineering Technician I	16.42
30082 - Engineering Technician II	20.05
30083 - Engineering Technician III	22.43
30084 - Engineering Technician IV	27.79
30085 - Engineering Technician V	33.79
30086 - Engineering Technician VI	38.78
30090 - Environmental Technician	20.60
30210 - Laboratory Technician	16.28
30240 - Mathematical Technician	23.06
30361 - Paralegal/Legal Assistant I	18.00
30362 - Paralegal/Legal Assistant II	22.29
30363 - Paralegal/Legal Assistant III	27.27
30364 - Paralegal/Legal Assistant IV	32.99
30390 - Photo-Optics Technician	23.06
30461 - Technical Writer I	16.73
30462 - Technical Writer II	20.46
30463 - Technical Writer III	24.76
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.76
30621 - Weather Observer, Senior (2)	23.06
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.62
31030 - Bus Driver	14.66

31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	8.00
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	9.49
31361 - Truckdriver, Light	14.03
31362 - Truckdriver, Medium	15.85
31363 - Truckdriver, Heavy	17.70
31364 - Truckdriver, Tractor-Trailer	17.70
99000 - Miscellaneous Occupations	
99030 - Cashier	7.57
99050 - Desk Clerk	8.41
99095 - Embalmer	23.55
99251 - Laboratory Animal Caretaker I	9.96
99252 - Laboratory Animal Caretaker II	10.59
99310 - Mortician	23.55
99410 - Pest Controller	13.65
99510 - Photofinishing Worker	10.56
99710 - Recycling Laborer	10.69
99711 - Recycling Specialist	13.56
99730 - Refuse Collector	10.88
99810 - Sales Clerk	10.81
99820 - School Crossing Guard	7.43
99830 - Survey Party Chief	21.47
99831 - Surveying Aide	12.07
99832 - Surveying Technician	17.31
99840 - Vending Machine Attendant	11.50
99841 - Vending Machine Repairer	13.84
99842 - Vending Machine Repairer Helper	11.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at

<http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide

classifications listed in the wage determination.